

In re the marriage of

\_\_\_\_\_,  
PETITIONER  
\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_, social security #

and

\_\_\_\_\_,  
RESPONDENT  
\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_, social security #

(Mark only one with an X)

- ☐ STATE OF WISCONSIN is NOT a party  
☐ STATE OF WISCONSIN IS a party

## Marital Settlement Agreement

With Minor Children

Case No.: \_\_\_\_\_

(Mark only one with an X)

- ☐ Divorce-40101  
☐ Legal Separation-40201

### I. Preliminary Statements

- In this document, the ☐ PETITIONER ☐ RESPONDENT is the **WIFE**.  
In this document, the ☐ PETITIONER ☐ RESPONDENT is the **HUSBAND**.
- The RESPONDENT acknowledges receipt of a copy of the **Summons** and **Petition** in this action.
- The parties have \_\_\_\_ minor child(ren) as a result of this relationship. The parties have \_\_\_\_ adult child(ren).
- List the names, dates of birth, and social security numbers of all children born to or adopted by you **and** your spouse during your marriage or relationship, **and** other children born to the wife during the marriage. Mark an **X** in the box on the left if the husband is not believed to be the biological father of that child(ren).

Name	Birth date	Soc. Sec. Number
<input type="checkbox"/> _____ (First) (M.I.) (Last)	____/____/____ (Mo) (Day) (Yr)	____-____-____
<input type="checkbox"/> _____ (First) (M.I.) (Last)	____/____/____ (Mo) (Day) (Yr)	____-____-____
<input type="checkbox"/> _____ (First) (M.I.) (Last)	____/____/____ (Mo) (Day) (Yr)	____-____-____
<input type="checkbox"/> _____ (First) (M.I.) (Last)	____/____/____ (Mo) (Day) (Yr)	____-____-____

☐ A page is attached to report additional children.

5. ☐ Both parties agree that this **marriage is irretrievably broken**.  
☐ Both parties agree that this **marriage is broken** and are filing for a Legal Separation because: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. Both parties acknowledge that they have the right to hire an attorney to represent their legal interests, that they proceed in this action without an attorney by their own choice, and that they understand their legal and financial rights and tax consequences well enough to proceed without an attorney.
7. Both parties state that the following agreement is a reasonable, fair, and equitable division of their marital property and debts. The parties also consent to its terms freely and voluntarily after considering their economic circumstances, the property each brought into the marriage, their age and health, their earnings, and length of the marriage.
8. Both parties believe that the other party has made an honest, complete, and fair financial disclosure of their income, assets, debts, and liabilities. Each party waives any further formal **Financial Disclosure Statements**.
9. Both parties waive any and all jurisdictional objections to the extent they are legally allowed to do so, including objections based on military service of the United States as defined in Sec.511 of the **Soldiers and Sailors Civil Relief Act of 1940**, as amended, 50 USC Sec.510, et seq., and state that neither is entitled to the protection of that act.

## II. Marital Settlement Agreement

Subject to the approval of the Court, the parties agree that the terms of this action, to be included in the **Findings of Fact, Conclusions of Law and Judgment**, shall be as follows:

1. **Child Custody** (Mark only one with an **X**)

A. ☐ The parties shall have **joint legal custody** of the following minor child(ren)

\_\_\_\_\_  
(First) (M.I.) (Last)

\_\_\_\_\_  
(First) (M.I.) (Last)

\_\_\_\_\_  
(First) (M.I.) (Last)

\_\_\_\_\_  
(First) (M.I.) (Last)

B. ☐ The **WIFE** shall have **sole legal custody** of the following minor child(ren)

\_\_\_\_\_  
(First) (M.I.) (Last)

\_\_\_\_\_  
(First) (M.I.) (Last)

\_\_\_\_\_  
(First) (M.I.) (Last)

\_\_\_\_\_  
(First) (M.I.) (Last)

C. ☐ The **HUSBAND** shall have **sole legal custody** of the following minor child(ren)

_____ (First)	_____ (M.I.)	_____ (Last)	_____ (First)	_____ (M.I.)	_____ (Last)
_____ (First)	_____ (M.I.)	_____ (Last)	_____ (First)	_____ (M.I.)	_____ (Last)

2. **Physical Placement** (Mark all that apply with an **X**)

A. ☐ The parties shall have equal shared placement of the following minor child(ren)

_____ (First)	_____ (M.I.)	_____ (Last)	_____ (First)	_____ (M.I.)	_____ (Last)
_____ (First)	_____ (M.I.)	_____ (Last)	_____ (First)	_____ (M.I.)	_____ (Last)

B. ☐ The WIFE shall have **primary physical placement** of the following minor child(ren)

_____ (First)	_____ (M.I.)	_____ (Last)	_____ (First)	_____ (M.I.)	_____ (Last)
_____ (First)	_____ (M.I.)	_____ (Last)	_____ (First)	_____ (M.I.)	_____ (Last)

and the HUSBAND shall have **periods of physical placement** (visitation) with the above minor child(ren) as follows:

- ☐ At reasonable times upon reasonable notice.  
☐ As follows (write in agreed upon schedule):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. ☐ The HUSBAND shall have **primary physical placement** of the following minor child(ren)

_____ (First)	_____ (M.I.)	_____ (Last)	_____ (First)	_____ (M.I.)	_____ (Last)
_____ (First)	_____ (M.I.)	_____ (Last)	_____ (First)	_____ (M.I.)	_____ (Last)

and the WIFE shall have **periods of physical placement** (visitation) with above minor children as follows:

- ☐ At reasonable times upon reasonable notice.  
☐ As follows (write in agreed upon schedule):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **School and Medical Records**

Under § 767.24(7), Wis. Stats., both parents have access to the child(ren)'s medical, dental, and school records.

4. **Mediation**

The parties understand and agree that if they are unable to resolve any disputes concerning the custody and/or placement of the children, they will participate in mediation through the Office of Family Court Counseling Services of Waukesha County.

5. **Child Support** (Mark only one with an **X** unless both parents are paying support to a third party)

A. ☐ No child support shall be ordered from either party at this time because

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

B. ☐ Beginning on \_\_\_\_\_, 20\_\_\_\_ the WIFE shall pay child support as follows:  
(Month) (Day) (Year)

The **monthly** amount of \$ \_\_\_\_\_ until further order of the court.

The amount of the child support payment was calculated as follows:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Employer's Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_, \_\_\_\_\_  
(City) (State) (ZIP Code)

(\_\_\_\_\_) \_\_\_\_\_  
(Phone Number) (Contact Person)

C. ☐ Beginning on \_\_\_\_\_, 20\_\_\_\_ the HUSBAND shall pay child support as follows:  
(Month) (Day) (Year)

The **monthly** amount of \$ \_\_\_\_\_ until further order of the court.

The amount of the child support payment was calculated as follows:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Employer's Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_, \_\_\_\_\_  
(City) (State) (ZIP Code)

(\_\_\_\_\_) \_\_\_\_\_  
(Phone Number) (Contact Person)

## 6. Medical Insurance/Medical Expenses for Minor Children

(Mark one for each statement with an X)

- A. ☐ **BOTH PARTIES** ☐ **HUSBAND** ☐ **WIFE** currently provide(s) health insurance for the minor child(ren).
- B. ☐ **HUSBAND** ☐ **WIFE** ☐ **NEITHER** shall contribute \$ \_\_\_\_\_ per month to the other parent toward the health insurance premium costs for the minor child, beginning \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. Such amount shall be paid by income \_\_\_\_\_ (Month) \_\_\_\_\_ (Day) \_\_\_\_\_ (Year). assignment through the WI SCTF until further order of the court.
- C. ☐ **BOTH PARTIES** ☐ **HUSBAND** ☐ **WIFE** shall name and maintain the minor child(ren) as covered dependent(s) on all health care insurance, covering the cost of medical and dental care, which is now or may be offered by a present or future employer.
- D. ☐ **BOTH PARTIES** ☐ **HUSBAND** ☐ **WIFE** shall provide the child(ren)'s custodian (and the county child support agency, if the State is a party to the case) with copies of policy information and insurance cards.
- E. Each party shall inform the other parent (and the county child support agency, if the State is a party to the case) of any change in the availability of health care insurance.
- F. ☐ **BOTH PARTIES EQUALLY** ☐ **HUSBAND** ☐ **WIFE** shall pay the cost of all uninsured health care costs, including the costs of medical and dental care. Uninsured health care costs DO NOT include non-prescription medications. The party who incurs an uninsured expense shall send a copy of the bill and statement of insurance coverage to the other parent with a note stating whether the other party should pay the health care provider directly or reimburse the other party. The party receiving the note has thirty(30) days to pay his/her 50% portion, or to make payment arrangements directly with the provider.

## 7. Life Insurance

- A. Each party shall keep in full force and pay the premiums on all life insurance presently held upon his or her life, naming the child(ren) of the parties as sole primary beneficiary(ies) in equal shares, until the youngest of the minor child(ren) reaches age of 18 or age 19 if they are a full time high school student. Each party also agrees to furnish the other with proof of the named sole primary beneficiary upon request.
- B. Neither party may borrow against any life insurance policy after the date of this agreement, nor use it as collateral if the result is a reduction in the total face value of life insurance to be provided by each party for the child(ren) from the amount that existed on the date of this agreement without the written consent of the other party.

8. **Tax Exemptions / Deductions for Minor Children** (Mark only one with an X)

- A. ☐ The **WIFE** may claim all the minor child(ren) as an exemption(s) for federal and state income tax purposes.
- B. ☐ The **HUSBAND** may claim all the minor child(ren) as an exemption(s) for federal and state income tax purposes.
- C. ☐ The **WIFE** may claim the following children \_\_\_\_\_ as exemption(s) for federal and state income tax purposes, and the **HUSBAND** may do the same for the following children, \_\_\_\_\_.
- D. ☐ The **WIFE** may claim all the child(ren) as an exemption for federal and state income tax purposes in ☐ **ODD** ☐ **EVEN** numbered years, and the **HUSBAND** may claim all the child(ren) in ☐ **ODD** ☐ **EVEN** numbered years.
- E. Parties ordered to pay child support ☐ **MAY** ☐ **MAY NOT** claim the minor child(ren) as exemption(s) for federal and state income tax purposes if he/she is NOT current in payment of child support as of December 31st of the year in which he/she intends to claim the exemption.
- F. Each party agrees to cooperate in signing IRS Form 8332, or other appropriate state or federal tax forms, as necessary, in order to carry out the option selected above.

9. **Maintenance (Spousal Support)**

A. Wife (Mark only one with an X)

1. ☐ Wishes to **waive** her right to receive maintenance. She understands that by waiving maintenance, she may **never** request that a court award her maintenance from the husband named in this agreement.
2. ☐ **Wishes** to leave **open** her right to receive maintenance. This may allow a court to award her maintenance from the husband named in this agreement in the future under the following circumstances

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3. ☐ The WIFE shall pay maintenance to the HUSBAND in the amount of \$\_\_\_\_\_ per month starting \_\_\_\_\_, 20\_\_\_\_ &  
(Month) (Day) (Year)  
ending \_\_\_\_\_, 20\_\_\_\_ **OR** ☐ until further court order.  
(Month) (Day) (Year)

B. Husband (Mark only one with an X)

1. ☐ Wishes to **waive** his right to receive maintenance. He understands that by waiving maintenance, he may **never** request that a court award him maintenance from the wife named in this agreement.

2. ☐ **Wishes** to leave **open** his right to receive maintenance. This may allow a court to award him maintenance from the wife named in this agreement in the future under the following circumstances:

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3. ☐ The HUSBAND shall pay maintenance to the WIFE in the amount of \$\_\_\_\_\_ per month starting \_\_\_\_\_, 20\_\_\_\_ &  
(Month) (Day) (Year)  
ending \_\_\_\_\_, 20\_\_\_\_ **OR** ☐ until further court order.  
(Month) (Day) (Year)

**The parties acknowledge that maintenance payments shall be taxable income to the party receiving the payments and deductible by the party making payments.**

**10. All Marital and Non-Marital Debts and Obligations**

- A. The parties state that they have not incurred any debts or liabilities which are unpaid, other than those disclosed in this document. Any outstanding debts or liabilities not disclosed shall be the responsibility of the party who incurred it, and that party shall hold the other harmless for its payment.

- B. ☐ There are **NO debts or obligations**.

- C. ☐ The WIFE will pay the following debts and shall NOT hold the HUSBAND liable for their payment:

Creditor	Amount
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

- D. ☐ The HUSBAND will pay the following debts and shall NOT hold the WIFE liable for their payment:

Creditor	Amount
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

**WARNING:** Any agreements on payment of debts listed above are not binding on creditors who gave the parties credit during the marriage.

## 11. Property Division

The parties agree to divide their property as follows: (Mark all that apply with an **X**)

**A. Property to WIFE.** The WIFE shall be awarded the following:

☐ Motor Vehicles \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
 \_\_\_\_\_

☐ Household furnishings, clothing, and personal items currently in the WIFE's possession.

☐ The following Life Insurance policies and cash values if any:

Institution Name	Type Insurance	Account Number (last 4 digits)
University of California	Health Insurance	1234
Stanford University	Life Insurance	5678
Harvard University	Health Insurance	9012
MIT	Life Insurance	3456
Yale University	Health Insurance	7890
Columbia University	Life Insurance	2345
University of Michigan	Health Insurance	6789
University of Texas	Life Insurance	0123
University of Wisconsin	Health Insurance	4567
University of Illinois	Life Insurance	8901
University of Pennsylvania	Health Insurance	2345
University of Maryland	Life Insurance	6789
University of North Carolina	Health Insurance	0123
University of South Carolina	Life Insurance	4567
University of Georgia	Health Insurance	8901
University of Florida	Life Insurance	2345
University of Alabama	Health Insurance	6789
University of Mississippi	Life Insurance	0123
University of Tennessee	Health Insurance	4567
University of Kentucky	Life Insurance	8901
University of West Virginia	Health Insurance	2345
University of Ohio	Life Insurance	6789
University of Indiana	Health Insurance	0123
University of Wisconsin-Madison	Life Insurance	4567
University of Wisconsin-Milwaukee	Health Insurance	8901
University of Wisconsin-La Crosse	Life Insurance	2345
University of Wisconsin-Stevens Point	Health Insurance	6789
University of Wisconsin-Oshkosh	Life Insurance	0123
University of Wisconsin-Fox Valley	Health Insurance	4567
University of Wisconsin-Eau Claire	Life Insurance	8901
University of Wisconsin-Superior	Health Insurance	2345
University of Wisconsin-Stout	Life Insurance	6789
University of Wisconsin-Whitewater	Health Insurance	0123
University of Wisconsin-Oroquois	Life Insurance	4567
University of Wisconsin-Ferris State	Health Insurance	8901
University of Wisconsin-Mankato	Life Insurance	2345
University of Wisconsin-River Falls	Health Insurance	6789
University of Wisconsin-Spartanburg	Life Insurance	0123
University of Wisconsin-Appalachian State	Health Insurance	4567
University of Wisconsin-Central State	Life Insurance	8901
University of Wisconsin-West Virginia	Health Insurance	2345
University of Wisconsin-Ohio	Life Insurance	6789
University of Wisconsin-Indiana	Health Insurance	0123
University of Wisconsin-Michigan	Life Insurance	4567
University of Wisconsin-Illinois	Health Insurance	8901
University of Wisconsin-Texas	Life Insurance	2345
University of Wisconsin-California	Health Insurance	6789
University of Wisconsin-New York	Life Insurance	0123
University of Wisconsin-Pennsylvania	Health Insurance	4567
University of Wisconsin-Maryland	Life Insurance	8901
University of Wisconsin-North Carolina	Health Insurance	2345
University of Wisconsin-South Carolina	Life Insurance	6789
University of Wisconsin-Georgia	Health Insurance	0123
University of Wisconsin-Florida	Life Insurance	4567
University of Wisconsin-Alabama	Health Insurance	8901
University of Wisconsin-Mississippi	Life Insurance	2345
University of Wisconsin-Tennessee	Health Insurance	6789
University of Wisconsin-Kentucky	Life Insurance	0123
University of Wisconsin-West Virginia	Health Insurance	4567
University of Wisconsin-Ohio	Life Insurance	8901
University of Wisconsin-Indiana	Health Insurance	2345
University of Wisconsin-Michigan	Life Insurance	6789
University of Wisconsin-Illinois	Health Insurance	0123
University of Wisconsin-Texas	Life Insurance	4567
University of Wisconsin-California	Health Insurance	8901
University of Wisconsin-New York	Life Insurance	2345
University of Wisconsin-Pennsylvania	Health Insurance	6789
University of Wisconsin-Maryland	Life Insurance	0123
University of Wisconsin-North Carolina	Health Insurance	4567
University of Wisconsin-South Carolina	Life Insurance	8901
University of Wisconsin-Georgia	Health Insurance	2345
University of Wisconsin-Florida	Life Insurance	6789
University of Wisconsin-Alabama	Health Insurance	0123
University of Wisconsin-Mississippi	Life Insurance	4567
University of Wisconsin-Tennessee	Health Insurance	8901
University of Wisconsin-Kentucky	Life Insurance	2345
University of Wisconsin-West Virginia	Health Insurance	6789
University of Wisconsin-Ohio	Life Insurance	0123
University of Wisconsin-Indiana	Health Insurance	4567
University of Wisconsin-Michigan	Life Insurance	8901
University of Wisconsin-Illinois	Health Insurance	2345
University of Wisconsin-Texas	Life Insurance	6789
University of Wisconsin-California	Health Insurance	0123
University of Wisconsin-New York	Life Insurance	4567
University of Wisconsin-Pennsylvania	Health Insurance	8901
University of Wisconsin-Maryland	Life Insurance	2345
University of Wisconsin-North Carolina	Health Insurance	6789
University of Wisconsin-South Carolina	Life Insurance	0123
University of Wisconsin-Georgia	Health Insurance	4567
University of Wisconsin-Florida	Life Insurance	8901
University of Wisconsin-Alabama	Health Insurance	2345
University of Wisconsin-Mississippi	Life Insurance	6789
University of Wisconsin-Tennessee	Health Insurance	0123
University of Wisconsin-Kentucky	Life Insurance	4567
University of Wisconsin-West Virginia	Health Insurance	8901
University of Wisconsin-Ohio	Life Insurance	2345
University of Wisconsin-Indiana	Health Insurance	6789
University of Wisconsin-Michigan	Life Insurance	0123
University of Wisconsin-Illinois	Health Insurance	4567
University of Wisconsin-Texas	Life Insurance	8901
University of Wisconsin-California	Health Insurance	2345
University of Wisconsin-New York	Life Insurance	6789
University of Wisconsin-Pennsylvania	Health Insurance	0123
University of Wisconsin-Maryland	Life Insurance	4567
University of Wisconsin-North Carolina	Health Insurance	8901
University of Wisconsin-South Carolina	Life Insurance	2345
University of Wisconsin-Georgia	Health Insurance	6789
University of Wisconsin-Florida	Life Insurance	0123
University of Wisconsin-Alabama	Health Insurance	4567
University of Wisconsin-Mississippi	Life Insurance	8901
University of Wisconsin-Tennessee	Health Insurance	2345
University of Wisconsin-Kentucky	Life Insurance	6789

\* ☐ Retirement/profit-sharing/deferred compensation plans (example: pension, 401k):

Interest Type	Plan Name

☐ Savings and checking accounts in her name:

Institution Name	Type of Account	Account Number (last 4 digits)
Bank of America	Checking	1234
Wells Fargo	Savings	5678
Chase	Checking	9012
Citigroup	Savings	3456
PNC	Checking	7890
TD Bank	Savings	2345
Bank of the West	Checking	6789
US Bank	Savings	0123
Capital One	Checking	4567
First National Bank	Savings	8901

☐ Other personal property in her name or in her possession.

List Other Property \_\_\_\_\_

☐ Property now in possession of the HUSBAND that is to be delivered to the WIFE:

List items

☐ Additional sheet is attached.

Arrangements for pick-up or delivery of this property are as follows:

☐ Cash payment from HUSBAND to equalize marital estate in the amount of \$\_\_\_\_\_

☐ Payment to be made on or before \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ OR  
(Month) (Day) (Year).

☐ WIFE acknowledges receipt of this amount from HUSBAND.

☐ Other: \_\_\_\_\_



**B. Property to HUSBAND.** The HUSBAND shall be awarded the following:

☐ Motor Vehicles \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Make Model Year  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Make Model Year

☐ Household furnishings, clothing, and personal items currently in the HUSBAND's possession

☐ The following Life Insurance policies and cash values if any:

Institution Name Type Insurance Account Number (last 4 digits)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*☐ Retirement/profit-sharing/deferred compensation plans (example: pension, 401k):  
Interest Type Plan Name

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ Savings and checking accounts in his name:

Institution Name Type of Account Account Number (last 4 digits)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ Other personal property in his name or in his possession.

List Other Property \_\_\_\_\_  
\_\_\_\_\_

☐ Property now in possession of the WIFE that is to be delivered to the HUSBAND:

List items \_\_\_\_\_

☐ Additional sheet is attached.

Arrangements for pick-up or delivery of this property are as follows:

\_\_\_\_\_  
\_\_\_\_\_

☐ Cash payment from WIFE to equalize marital estate in the amount of \$ \_\_\_\_\_

☐ Payment to be made on or before \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ **OR**  
(Month) (Day) (Year).

☐ HUSBAND acknowledges receipt of this amount from WIFE.

☐ Other: \_\_\_\_\_  
\_\_\_\_\_

**\*WARNING:** There may be substantial legal and income tax implications involved in the transfer of retirement plan interests, and there may be specific forms and procedures required for transferring retirement interests to the other party. Some plans require a "Qualified Domestic Relations Order (QDRO)" to complete such a transfer. Certain retirement plans may not allow for one person's interest to be transferred to another. The assistance of an attorney or an accountant may be helpful and/or necessary to address the division or valuation of retirement accounts.

**12. Real Estate** (Mark all that apply with an X)

A. ☐ The parties do not own any real estate.

**WARNING:** There may be substantial legal and income tax implications with regard to the ownership and transfer of real estate and complications may arise after the divorce is granted. The assistance of an attorney or an accountant may be helpful and/or necessary.

B. ☐ The parties own a primary residence at the following address:

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(Street Address) (City) (State) (ZIP Code)

Attach a copy of the full legal description for the property (from a deed, transfer tax return, or survey).

(Mark only one with an X)

1. ☐ **The WIFE shall receive sole title to the property.** The HUSBAND will sign a Wisconsin Real Estate Transfer Return and Quit Claim Deed no later than the date of the final hearing to effect the change in title. The WIFE will be solely responsible for paying the mortgage, utilities, real estate taxes, assessments, and any and all other expenses related to the property. The WIFE will hold the HUSBAND harmless for the payment of those expenses.
2. ☐ **The HUSBAND shall receive sole title to the property.** The WIFE will sign a Wisconsin Real Estate Transfer Return and Quit Claim Deed no later than the date of the final hearing to effect the change in title. The HUSBAND will be solely responsible for paying the mortgage, utilities, real estate taxes, assessments, and any and all other expenses related to the property. The HUSBAND will hold the WIFE harmless for the payment of those expenses.
3. ☐ The parties agree to title the property as **tenants in common** as of the date of divorce, and agree that the WIFE will reside on the property until \_\_\_\_\_, 20\_\_\_\_,  
(Month) (Day) (Year).  
when the property must be sold, or the WIFE will buy out the HUSBAND's portion of the equity. The WIFE will pay the mortgage, utilities, real estate taxes, assessments, and any other expenses related to the property. The WIFE shall receive a credit for any principal reduction accomplished between the date of divorce and the date of sale.

The parties will divide the net equity as follows:

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While the parties share ownership of the homestead, no repair or improvements will be made in non-emergency situations without the prior agreement of the parties. If they reach such an agreement, they will divide the cost equally.

4. ☐ The parties agree to title the property as **tenants in common** as of the date of divorce, and agree that the HUSBAND will reside on the property until \_\_\_\_\_, 20\_\_\_\_,

(Month) (Day) (Year).

when the property must be sold or the HUSBAND will buy out the WIFE's portion of the equity. The HUSBAND will pay the mortgage, utilities, real estate taxes, assessments, and any other expenses related to the property. The HUSBAND shall receive a credit for any principal reduction accomplished between the date of divorce and the date of sale.

The parties will divide the net equity as follows:

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While the parties share ownership of the homestead, no repair or improvements will be made in non-emergency situations without the prior agreement of the parties. If they reach such an agreement, they will divide the cost equally.

- C. According to Wisconsin Statute 840.10, the court will need to confirm or change the ownership of **all** real estate owned by you and/or your spouse: List addresses of all additional real estate (house, lot, hunting cabin, vacant land, timeshare, etc.) and your agreement for how to divide the real estate. If you do not own additional real estate, write **NA** on the lines below. (Use separate page to report additional real estate)

- ☐ The parties own additional real estate at the following address(s):

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(Street Address) (City) (State) (ZIP Code)

**Attach a copy of the full legal description for the property (from a deed, transfer tax return, or survey).**

The parties agree on how to divide the real estate and will cooperate in signing and exchanging all documents needed to make required title changes. The parties agree to divide the real estate as follows:

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- ☐ **Additional property is reported on the attached sheet.**

Each party will fully cooperate in the signing of all necessary and appropriate real estate documents on the date of divorce, or as soon as is practical, to accomplish the change in title to any real estate.

### 13. Income Tax Returns

#### A. Year of Divorce

The parties agree to file their income tax returns for the year of the divorce consistent with the rules of the IRS, Wisconsin Department of Revenue, and Wisconsin's Community Property law.

#### B. Year Before Divorce (Mark only one with an **X** if last year's taxes have not yet been filed)

1. ☐ The parties agree to file **joint income tax returns** for the tax year 20\_\_ \_\_. They will divide equally any refunds, pay equally any penalties or taxes due, and share the costs of the preparation of the returns. They agree to cooperate in preparing the returns.

**OR**

2. ☐ The parties agree to file **individual tax returns** for 20\_\_ \_\_. They agree to claim the marital tax deductions as follows:

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### 14. Arrearages for Maintenance (Mark only one with an **X**)

- A. ☐ There are **no maintenance arrearages owed** by either party to the other, and any arrearages for maintenance showing on the court financial record shall be set to zero.

- B. ☐ The HUSBAND is in arrears for the payment of maintenance in the total amount of \$\_\_\_\_\_ with an interest rate of \_\_\_\_\_% which is owed to WIFE. The agreement for repayment is as follows:

1. ☐ A **one-time payment** to the Wisconsin Support Collections Trust Fund (WI SCTF). Or
2. ☐ Through **income withholding** by the Wisconsin Support Collections Trust Fund (WI SCTF) at the rate of \$ \_\_\_\_\_ per month until the debt is paid in full.

\_\_\_\_\_  
(Employer's Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_, \_\_\_\_\_  
(City) (State) (ZIP Code)

(\_\_\_\_) \_\_\_\_ - \_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Contact Person)

- C. ☐ The WIFE is in arrears for the payment of maintenance in the total amount of \$\_\_\_\_\_ with an interest rate of \_\_\_\_\_% which is owed to HUSBAND. The agreement for repayment is as follows:

1. ☐ A **one-time payment** to the Wisconsin Support Collections Trust Fund (WI SCTF). Or
2. ☐ Through **income withholding** by the Wisconsin Support Collections Trust Fund (WI SCTF) at the rate of \$ \_\_\_\_\_ per month until the debt is paid in full.

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(Employer's Name)

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(Street Address)

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(City), (State) (ZIP Code)

( ) - ( ) (Phone Number) (Contact Person)

**15. Arrearages for Child Support** (Mark only one with an X)

A. ☐ There are **no child support arrearages owed** by either party to the other, and any arrearages for child support showing on the court financial record shall be set to zero.

B. ☐ The HUSBAND is in arrears for the payment of child support in the total amount of \$\_\_\_\_\_ with an interest rate of \_\_\_\_\_% which is owed to WIFE. The agreement for repayment is as follows:

- ☐ A **one-time payment** to the Wisconsin Support Collections Trust Fund (WI SCTF). Or  
☐ Through **income withholding** by the Wisconsin Support Collections Trust Fund (WI SCTF) at the rate of \$\_\_\_\_\_ per month until the debt is paid in full.

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(Employer's Name)

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(Street Address)

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(City), (State) (ZIP Code)

( ) - ( ) (Phone Number) (Contact Person)

C. ☐ The WIFE is in arrears for the payment of child support in the total amount of \$\_\_\_\_\_ with an interest rate of \_\_\_\_\_% which is owed to HUSBAND. The agreement for repayment is as follows:

- ☐ A **one-time payment** to the Wisconsin Support Collections Trust Fund (WI SCTF). Or  
☐ Through **income withholding** by the Wisconsin Support Collections Trust Fund (WI SCTF) at the rate of \$\_\_\_\_\_ per month until the debt is paid in full.

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(Employer's Name)

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(Street Address)

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(City), (State) (ZIP Code)

( ) - ( ) (Phone Number) (Contact Person)

## 16. Divesting of Property Rights; Mutual Releases

Each party gives up all right, title and interest in the property awarded to the other. All property and money received and retained by the parties shall be their separate property, free and clear of any right, title, interest or claim of the other party, and each party shall have the right to deal with and dispose of his or her separate property as fully and effectively as if the parties had never been married. Except as expressly provided for in this agreement, each party accepts the property awarded in this agreement as full satisfaction of all property rights and all obligations arising out of the marital relationship.

## 17. Financial Disclosure

### A. Covenants

Each party states to the other that there has been a full disclosure of all income, assets, debts, and liabilities, and that the property referred to in this Marital Settlement Agreement represents all the property to which either of them has any interest or right, either legal or equitable. The parties also understand that a deliberate failure to provide complete disclosure constitutes perjury. If either party deliberately or negligently fails to disclose any asset, as required by Wis. stat. 767.27, resulting in the omission of any asset or assets with a fair market value of \$500.00 or more from the final distribution of property, a constructive trust shall be established for all undisclosed assets, for the benefit of the parties.

### B. Privacy

According to Wis. Stat. 767.27, all information disclosed in any Financial Disclosure Statement shall be confidential, and may not be made available to any person for any purpose other than for the adjudication, appeal, modification, or enforcement of judgment of an action affecting the marriage of the disclosing parties.

## 18. Restoration of Name (Mark all that apply with an X).

- A. ☐ The WIFE ☐ The HUSBAND requests to keep his/her married name.  
B. ☐ The WIFE requests that she be restored use of her former surname of \_\_\_\_\_.  
C. ☐ The HUSBAND requests that he be restored use of his former surname of \_\_\_\_\_.

## 19. Execution of Documents

The parties agree to execute and deliver any and all documents that may be necessary to carry out the terms of this agreement. If necessary, the parties designate any circuit court judge of this county to sign, at any time, an order which shall establish the execution of this document.

## 20. Voluntary Execution

The parties state they have entered into this Marital Settlement Agreement freely and voluntarily and not because of any undue influence. In some instances, the agreement represents a compromise of disputed issues. Each believes its terms to be fair and reasonable under the circumstances. ***Both parties acknowledge that they are aware that there may be substantial legal and tax implications with regard to this Agreement, and that lack of knowledge of the law may not be sufficient to convince the Court that relief from these provisions is required. Both parties acknowledge that they have the right to seek the advice of an attorney and, to the extent that they have not, they proceed with the knowledge they presently have.***

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## 21. Entire Agreement

Both parties state that they have freely entered into this Agreement and that no promises or statements of any kind have been made to persuade them to enter into this agreement, other than those set forth in the agreement itself. This Agreement is intended to be, and is, the complete agreement of the parties.

## 22. Modification and Waiver

A modification or waiver of any of the provisions of this agreement shall be effective only if it is made in writing and is dated and signed by both parties and approved by the court. Failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

## 23. Restraining Order

Both parties agree not to molest or interfere with the personal liberty of the other, or to come on the premises occupied by the other as a residence, except with the specific permission of that party.

## 24. Incorporation of Agreement into Judgment

The parties agree that this Marital Settlement Agreement shall be submitted to the court for approval, and both parties request that the court include its terms in the final Judgment of Divorce and make the terms enforceable as part of such Judgment. If the court does not grant a Judgment that includes this Agreement, the provisions of this entire Agreement shall be void and of no legal force and effect unless expressly indicated to the contrary in a specific paragraph of this Agreement.

## 25. Wisconsin as Forum

The forum for all disputes shall be the Waukesha County Circuit Court in the State of Wisconsin unless otherwise agreed to in writing or as provided under ch. 769 Wis. stats.

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**26. Other Provisions, If Any** (Attach additional sheets if necessary. If there are no additional provisions, write "NONE")

\_\_\_\_\_  
WIFE's Signature

Dated: \_\_\_\_\_  
(Month) (Day) (Year).

\_\_\_\_\_  
HUSBAND's Signature

Dated: \_\_\_\_\_  
(Month) (Day) (Year).

State of Wisconsin, by Waukesha County Child Support Division

- ☐ Approved  
☐ Not Approved  
☐ Not Required

\_\_\_\_\_  
**Signature of Waukesha County Child Support Division Attorney**

Dated: \_\_\_\_\_  
(Month) (Day) (Year).